

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

IN RE:)	
BRUCE HOWARD MARKO)	
JERI ELIZABETH MARKO)	
)	Case No. 11-31287
)	Chapter 7
)	
Debtor.)	
_____)	

NOTICE OF TRANSFER OF CLAIM

COMES NOW Strategic Ventures, LLC, a South Carolina Limited Liability Company, and gives notice of assignment of claim to it by Bank of the Ozarks. Bank of the Ozarks has previously filed a Proof of Claim in this case, prior to the assignment to Strategic Ventures, LLC, and Strategic Ventures, LLC is giving this notice as required by Rule 3001(e)(2) of the Bankruptcy Rules. Attached hereto is a copy of the assignment of a certain mortgage as described in the assignment from Bank of the Ozarks to Strategic Ventures, LLC, said assignment being dated 16 November 2011 and said assignment being recorded in the Registry of York County, South Carolina, (location of the real property) on 30 November 2011.

The address of the Bank of the Ozarks is: Attn: Cindy Wolfe, 700 E. Morehead St., Ste. 100B, Charlotte, NC 28202, and the attorney for Bank of the Ozarks at the time of the transfer was Constance Young, Johnston, Allison, & Hord, P.A., 1065 E. Morehead St., Charlotte, NC 28204.

Attached hereto are copies of certain documents evidencing the transfer, including a copy of the recorded assignment, a copy of the Note with Allonge, and a copy of the Bill of Sale relating to the loan documents.

This the 8th day of March, 2013.

/s/ Gary L. Loflin
GARY L. LOFLIN,
Attorney for Strategic Ventures, LLC
N.C. State Bar No. 14223
2700 Coltsgate Rd., Ste. 106
Charlotte, NC 28211
(704) 366-6222

COPY

2011030812470
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURT
03-08-2013 at 12:49 PM
ASSIGNMENT \$1.00
OR FILE 12271 Page 1

Space Above Line for Processing Data

Assignment of Mortgage

Prepared by and return to:

William Isenhour
Johnston, Allison & Hord, P.A.
1065 East Morehead Street
Charlotte, North Carolina 28204

State of South Carolina

York County

Bank of the Ozarks, (whether one or more are "Assignor"), with a business/mailling address of 700 E. Morehead Street, Suite 100B, Charlotte, North Carolina 28202, for valuable consideration paid by: Strategic Ventures, L.L.C. a South Carolina limited liability company (whether one or more are "Assignee"), with a business/mailling address of c/o Simpson & Loffin, PLLC, 2700 Colisgate Road, Suite 106, Charlotte, NC 28211, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer and set over, without recourse, representation and warranty, except as set forth in the Mortgage (as defined below), to Assignee all of Assignor's right, title and interest, of any kind whatsoever, including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

Mortgage from Myron R. Marko, Harriet M. Marko, Bruce Marko and Jeri E. Marko to Bank of the Ozarks, dated February 27, 2008, filed for record on March 7, 2008, in Book 9869, Page 265, York County Registry, as modified by that certain Modification of Mortgage dated September 24, 2009, filed for record on November 30, 2009 in said Registry, and that certain Modification of Mortgage dated March 1, 2010, filed for record on May 20, 2010 in said Registry (collectively, the "Mortgage"), securing \$1,350,000.00, and encumbering the real property described on Exhibit "A" attached hereto and made a part hereof;

TO HAVE AND TO HOLD the Mortgage unto Assignee and to the successors, legal representatives and assigns of the Assignee, forever.

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of the 16th day of November, 2011.

WITNESSES:

ASSIGNOR:

[Signature]
Witness #1

BANK OF THE OZARKS

[Signature]
Witness #2

By: [Signature]
Name: Cindy Wolfe
Title: Executive Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, a Notary Public for the County of Mecklenburg, State of North Carolina, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by Cynthia V. Wolfe who personally appeared before me this day and acknowledged that she is an Executive Vice President of Bank of the Ozarks, an Arkansas banking corporation and that she, as Executive Vice President, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me.

Witness my hand and official seal this 16th day of November, 2011.



By: [Signature]
Notary Public for the State of North Carolina

Printed Name: Donna M. Petruskas

My Commission Expires: 4/16/2014

Exhibit A

Being known as and designated as all of Lot 120 of that subdivision known as Handsmill on Lake Wylie, Phase 1, Sheet 2, as same is shown on map thereof recorded in Plat Book D-250 at Page 1, a revision of Plat Book D-194 at Page 8 in the Office of the Clerk of Court for York County, South Carolina.

Derivation: This being a portion of that property conveyed to Bruce H. Marko, Jeri E. Marko, Myron R. Marko and Harriet M. Marko, from Handsmill Enterprises, LLC, by deed dated February 27, 2008 and recorded March 7, 2008 in Deed Book 9869 at Page 262 in the Office of the Clerk of Court for York County, South Carolina.

York County Tax Parcel No. 556-01-01-036

Street address: 3712 Riverglass Lane, York, South Carolina 29745

MYRON R. MARKO; HARRIET M. MARKO; BRUCE MARKO; JERI E. MARKO 11804 JAMES JACK LANE CHARLOTTE, NC 28277	BANK OF THE OZARKS (LEGAL NOTICES: P O BOX 8011 LITTLE ROCK AR 72231) 1051 EAST MOREHEAD ST SUITE 205 CHARLOTTE, NC 28204	Line of Credit No. <u>1103</u> Date <u>02-27-2008</u> Max. Credit Amt. <u>1,350,000.00</u> Loan Ref. No. <u>1103</u>
Borrower's Name and Address "I" includes each borrower above, jointly and severally.		Lender's Name and Address "You" means the lender, its successors and assigns.

You have extended to me a line of credit in the
AMOUNT of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 \$ 1,350,000.00

You will make loans to me from time to time until 12:00 P.m. on 08-27-2009. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:

- ☒ OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
- I have borrowed the maximum amount available to me;
 - This line of credit has expired;
 - I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
 - I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
- e. PROVIDED THAT NO DEFAULTS EXIST UNDER THE TERMS OF THE LOAN AGREEMENT

- ☐ DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed \$ _____.

Subject to the obligatory or discretionary limitations above, this line of credit is:

- ☐ OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.
- ☒ CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 02-27-2008, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows: THE CONDITIONS FOR FUTURE ADVANCES ARE AS DESCRIBED IN THE CONTEXT OF THE NOTE

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

- ☐ security agreement dated _____ ☐ _____
- ☒ mortgage dated 02-27-2008 ☐ _____
- ☐ guaranty dated _____ ☐ _____

4. REMEDIES: If I am in default on the note(s) you may:

- take any action as provided in the related documents;
 - without notice to me, terminate this line of credit.
- By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.

5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:

- maintain books and records of my operations relating to the need for this line of credit;
- permit you or any of your representatives to inspect and/or copy these records;
- provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
- permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;

e. _____

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

CYNDE EMORY

Title SENIOR VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.

MYRON R. MARKO; JERI E. MARKO

HARRIET M. MARKO

BRUCE MARKO

ATTACHMENT 2

Allonge

Reference is made to the \$1,350,000.00 promissory note from Myron R. Marko, Harriet M. Marko, Bruce Marko and Jeri E. Marko (the "Note") payable to the order of Bank of the Ozarks ("Assignor"). It is intended that this Allonge be attached to and made a permanent part of the Note.

Pay to the order of Strategic Ventures, LLC ("Assignee"), without recourse, representations or warranties of any kind.

Executed this 16th day of November, 2011.

Bank of the Ozarks

By: _____

Name: Cindy Wolfe

Title: Executive Vice President

ATTACHMENT 1

BILL OF SALE

Bank of the Ozarks (the "Seller"), for value received and pursuant to the terms and conditions of that certain Note Sale Agreement dated November 4, 2011 between Seller and Strategic Ventures, LLC (the "Buyer"), does hereby sell, assign, transfer and convey to Buyer, its heirs, administrators, representatives, successors and assigns, all rights, title and interests of Seller, as of the date hereof, in, to and under the Loan described in the Note Sale Agreement.

THIS BILL OF SALE IS EXECUTED WITHOUT RECOURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESSED, IMPLIED OR IMPOSED BY LAW, EXCEPT AS PROVIDED IN THE NOTE SALE AGREEMENT.

EXECUTED this 16th day of November, 2011.

SELLER:

BANK OF THE OZARKS

By: Cindy Wolfe
Name: Cindy Wolfe
Title: Executive Vice President